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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ORLY CALDERON, )  
 )  
 )  
Plaintiff, ) Case No. 08-CV-1721  
 )  
 )  
- against - )  
 )  
 )  
THE PRUDENTIAL INSURANCE )  
COMPANY OF AMERICA, )  
 )  
 )  
Defendant. )  
-----X

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THE PRUDENTIAL INSURANCE )  
COMPANY OF AMERICA, )  
 )  
 )  
Plaintiff, ) Case No. 08-CV-2841  
 )  
 )  
- against - )  
 )  
 )  
 )

DEBORAH ABRAMOVSKY, ORLY )  
CALDERON, AVIVA ABRAMOVSKY, )  
ABBA ABRAMOVSKY, DOV )  
ABRAMOVSKY, AND ARI )  
ABRAMOVSKY, )  
 )  
 )  
Defendants. )  
-----X

**NOTICE OF MOTION**

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA'S NOTICE OF MOTION  
TO DISCHARGE STAKEHOLDER AND FOR ATTORNEYS' FEES AND COSTS**

PLEASE TAKE NOTICE that upon the annexed memorandum of law and certification of  
Ryan J. Cooper, sworn to on July 17, 2008, and upon all of the pleadings and proceedings

heretofore had herein, a motion pursuant to Federal Rule of Civil Procedure 22, will be made before the Honorable Loretta A. Preska, United States District Judge for the Southern District of New York, to be held at the Courthouse thereof, located at 500 Pearl Street, Room 1320, New York, New York, 10007, on a date to be determined by the Court, for an order permitting the Stakeholder-Plaintiff in Interpleader, The Prudential Insurance Company of America ("Prudential"), to pay into this Court, or in the alternative to deliver to a person designated by this court, the sum of \$176,000 plus the interest accrued thereon from July 23, 2007, the amount in dispute in the above entitled action, discharging the Stakeholder-Plaintiff in Interpleader Prudential from liability in whole to any party in the above entitled action, and awarding Prudential its attorneys' fees, costs, expenses, and disbursements in the amount of \$31,683.27, on the ground that Prudential is a mere stakeholder and has no interest in or claim on the amount in dispute in the above entitled action, and for such other and further relief that may be proper.

Respectfully submitted,  
MORGAN, LEWIS & BOCKIUS LLP  
Attorneys for Stakeholder-Plaintiff in Interpleader

Dated: July 17, 2008

By: s/ Ryan J. Cooper  
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ABRAMOVSKY, AND ARI	)	
ABRAMOVSKY,	)	
	)	
Defendants.	)	
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**ORDER**

THIS MATTER comes before the Court upon The Prudential Insurance Company of America's ("Prudential") Motion to Discharge Stakeholder and for Attorneys' Fees and Costs. Prudential possesses funds that represent the proceeds of a group life insurance plan (the "Plan") insuring, among other things, the life of one Abraham Abramovsky, now deceased. Each other

party to this action has made competing claims to these funds (the "Claimants"). The Court has considered the memoranda of law submitted by the parties, and the supporting documents submitted therewith; and

THE COURT FINDING that Prudential possesses certain funds representing the life insurance benefits payable as a consequence of the death of one Abraham Abramovsky (the "Plan Benefits"); and

THE COURT FURTHER FINDING that the parties dispute to whom the Plan Benefits should be paid out to; and

THE COURT FURTHER FINDING that Prudential claims no interest in the Plan Benefits and has conceded liability on the Plan Benefits; and

THE COURT FURTHER FINDING that no other claim of liability has been asserted against Prudential; and

THE COURT FURTHER FINDING that Prudential has incurred attorneys' fees and costs as a consequence of the dispute over the Plan Benefits, which it had no means to prevent, and no means, other than this action, to resolve; and

THE COURT FURTHER FINDING that certain of the Claimants unreasonably prolonged this litigation, and caused Prudential to incur additional attorneys' fees and costs; and

THE COURT FURTHER FINDING that Prudential's attorneys' fees and costs are reasonable in light of the work performed and the time spent on this litigation;

IT IS, this \_\_\_\_ day of \_\_\_\_\_, 2008, HEREBY

ORDERED that Prudential's Motion to Discharge Stakeholder and for Attorneys' Fees and Costs is **GRANTED**;

FURTHER ORDERED that Prudential is to deposit the Plan Benefits with accrued interest, if any, into this Court; and

FURTHER ORDERED that upon depositing such sum, Prudential is discharged from all liability to the Claimants, and each of them, for all claims arising out of or related to the Plan and the matters set forth in the pleadings; and

FURTHER ORDERED that upon depositing such sum, the Claimants, and each of them, are restrained from instituting any action against Prudential to recover such sum; and

FURTHER ORDERED that the Claimants are to interplead their right to such sum; and

FURTHER ORDERED that Prudential is awarded its attorneys' fees and costs of \$31,683.27, incurred as a consequence of bringing this action.

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LORETTA A. PRESKA, U.S.D.J.